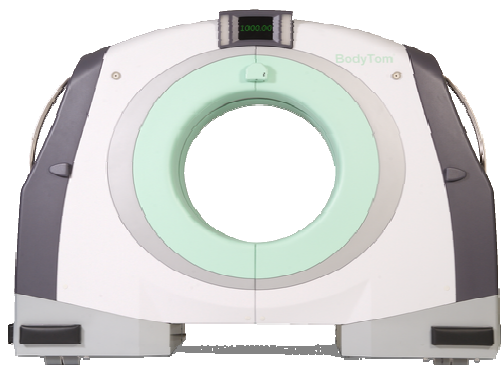


Quote # 6737b
Quote Date: 2/1/2017
Valid Until: 3/3/2017
Prepared by: Mvillegas



*Picture may include optional accessories

Regional Account Executive	Email	Phone	F.O.B. Point	Payment Terms
Fernando Corredor	fcorredor@neurologica.com	(415) 336-1576	Destination	See T&Cs

Customer Information

David Grant USAF Medical Center
101 Boden Circle
Travis AFB, CA 94535
Radiology
<http://www.travis.af.mil/units/dgmc/>

	Name	Phone	Email
Project Manager:	Daniel Dettwiler	(707) 423-3751	Daniel.dettwiler.2@us.af.mil

Comments:

David Grant USAF Medical Center
101 Boden Circle
Travis AFB, CA 94535
Radiology

QUANTITY	DESCRIPTION	ITEM	UNIT PRICE	AMOUNT
1	BodyTom® Core System	0-NL4000-001	875,397.00	\$ 739,973.08
	BodyTom® Multislice Scanner		Included	
	NeCT		Included	
	Scout Scanning		Included	
	CT Angiography with Bolus Tracking		Included	
	Imaging Station with Cart		Included	
	Integrated MP3 Sound Dock		Included	
	2D Software		Included	
	Multi Planar Reconstruction (MPR)		Included	
	3D Volumetric Reconstruction		Included	
	2 Samsung Galaxy Tablets		Included	
	Standard 1st Year Warranty		Included	
	Subtotal			\$ 739,973.08
	Optional Equipment			
1	Workstation Cart Lead Shielding Package	0-00132-001	8,240.00	\$ 6,965.27
	Subtotal			\$ 6,965.27
	Optional Software			
1	Noise Reduction Neuro	0-00056-001	10,000.00	\$ 8,900.00
	Subtotal			\$ 8,900.00
	Scanning Platforms			
1	Diagnostic Platform	0-00145-001	28,000.00	\$ 28,000.00
	Subtotal			\$ 28,000.00
	Training Packages			
1	Training Package 1	0-00094-001	15,000.00	\$ 13,350.00
	Initial Onsite New System Training			
	8 Days Onsite Training			
	Up to 4 technologists			
	Tue - Fri, Mon - Thur			
	2 Days Onsite Follow up Training			
	Must be used within 1 year of the Onsite New System Training			
	Subtotal			\$ 13,350.00
	SALES TAX RATE			0.00%
	SALES TAX			\$ -
	SUBTOTAL			\$ 797,188.35
	SHIPPING AND HANDLING			\$ -
	TOTAL			\$ 797,188.35

PURCHASER IS RESPONSIBLE FOR ALL SALES AND/OR USE TAX

TERMS AND CONDITIONS OF SALE

All purchases of equipment ("Equipment") from NeuroLogica Corporation (the "Seller") by the purchaser ("Purchaser") shall be governed by these terms and conditions of sale (these "Terms"). These Terms and any exhibits shall control over any conflicting, inconsistent or additional terms or conditions or any purchase order of Purchaser (including any terms and conditions of Purchaser) and all such conflicting, inconsistent or additional terms are rejected by Seller and shall have no effect.

1. **ORDERS.** All orders to purchase Equipment shall be made in writing and shall be subject to the written acceptance of the Seller.

2. **QUOTATIONS AND PRICES.** Seller's prices and quotations are subject to the following:

(a) Quotations are only solicitations for offers and not offers which may be accepted by the Purchaser.

(b) Published prices are subject to change without notice.

(c) All prices quoted shall be exclusive of the costs of transportation or insurance, taxes, including without limitation, any sales, use or similar tax, license fees, customs fees, duties and other charges related thereto, which shall be the responsibility of Purchaser. Any such costs shall be separately itemized on Seller's invoices and paid by Purchaser, or, in lieu thereof, Purchaser shall furnish Seller a properly executed tax exemption certificate prior to shipment.

(d) All prices and quotations and any discussion regarding the same are confidential and proprietary information of the Seller and may not be disclosed to any third party.

3. **TERMS OF PAYMENT.** Payment shall be made in U.S. Dollars. Payment is due thirty (30) days from the date of invoice. Late payment penalties will apply to late payments. All sales are subject to prior credit approval by Seller. If the above terms of payment are not met, Seller may, in its sole discretion, in addition to other remedies, withhold all warranty service, training and technical service and support.

4. **TRANSPORTATION AND RISK OF LOSS.** All shipments shall be F.O.B. Destination and title and risk of loss of damage shall pass to Purchaser upon delivery. Seller does not accept any liability for losses or added costs due to delivery delays.

5. **SECURITY INTEREST.** Seller shall retain a security interest in the Equipment until the entire balance of the Equipment price and all other monies payable hereunder are paid in full. Purchaser shall execute, upon request by Seller, financing statements deemed necessary or desirable by Seller to perfect its security interest in the Equipment. Purchaser authorizes Seller to file a copy of this security agreement or a financing statement with the appropriate state authorities at any time thereafter as a financing statement in order to perfect Seller's security interest. A financing statement may be filed without Purchaser's signature on the basis of this security agreement where allowed by law. Purchaser shall keep the Equipment in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon purchase of the Equipment or use of the Equipment.

6. **INSURANCE.** Purchaser shall maintain adequate and appropriate insurance policies in relation to its obligations under these Terms, which shall include property damage insurance to the Equipment for the full replacement value thereof. Until full payment for the Equipment has been made, Seller shall be added as an additional loss payee on such insurance policies. As evidence of such coverage, prior to shipment of the Equipment, Purchaser shall provide to Seller a certificate of insurance.

7. **INSTALLATION AND ACCEPTANCE.** Purchaser shall provide a suitable installation environment and the Site shall be ready to receive the Equipment at the time scheduled for the delivery date. Purchaser shall provide adequate working space within reasonable distance of the Equipment for use by Seller's personnel. Seller or its representatives shall install the Equipment during Purchaser's normal working hours. Equipment shall be deemed accepted by Purchaser unless written notice of nonconformity is received within fourteen (14) days of installation. Use of Equipment by Purchaser or any of its agents, employees, or licensees, for any purpose (other than to determine that it meets specifications) after delivery thereof shall constitute acceptance.

8. **WARRANTY.** SELLER WARRANTS TO PURCHASER THAT THE EQUIPMENT SHALL BE IN GOOD WORKING ORDER ON THE DATE OF DELIVERY AND THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF DELIVERY AND FOR A PERIOD OF TWELVE MONTHS (12) THEREAFTER. SELLER'S OBLIGATIONS UNDER THE FOREGOING WARRANTY SHALL BE LIMITED SOLELY TO SELLER MAKING, AT ITS COST AND EXPENSE, SUCH REPAIRS AND REPLACEMENTS AS ARE NECESSARY TO PLACE THE EQUIPMENT IN GOOD WORKING ORDER AND TO CONFORM THE EQUIPMENT TO SELLER'S PUBLISHED SPECIFICATIONS. NOTWITHSTANDING THE FOREGOING, THE WARRANTY PROVIDED HEREIN SHALL BE VOID IN THE EVENT (1) THE EQUIPMENT FAILS, MALFUNCTIONS OR IS DAMAGED AS A RESULT OF IMPROPER HANDLING, MAINTENANCE, REMOVAL, MODIFICATION OR REPAIR BY PURCHASER OR A THIRD PARTY (NOT AUTHORIZED BY SELLER); OR (2) THE EQUIPMENT IS ACCIDENTALLY DAMAGED, SUBJECT TO ABUSE OR IMPROPER USE; OR (3) THE EQUIPMENT IS ALTERED OR DAMAGED SUCH THAT SELLER IS UNABLE TO VERIFY THE DEFECT WITH ITS NORMAL TEST EQUIPMENT. AS A FURTHER CONDITION OF THIS WARRANTY, PURCHASER IS REQUIRED TO REQUEST AND ALLOW THE SELLER'S SERVICE REPRESENTATIVE TO COMPLETE ALL ROUTINE MAINTENANCE ACCORDING TO THE ROUTINE MAINTENANCE SERVICE SCHEDULE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE SALE AND PURCHASE OF THE EQUIPMENT, THE EQUIPMENT ITSELF OR ANY OTHER MATTER RELATED HERETO, INCLUDING WITHOUT LIMITATION, LOST BUSINESS OR LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY TO PURCHASER ARISING OUT OF THESE TERMS OR THE SALE AND PURCHASE OF THE EQUIPMENT SHALL NOT EXCEED THE SUM PAID TO SELLER BY PURCHASER FOR THE EQUIPMENT SOLD HEREUNDER. IT IS FURTHER AGREED THAT SELLER SHALL HAVE NO LIABILITY TO PURCHASER, PURCHASER'S PATIENTS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONCERNING THE EQUIPMENT, UNLESS SUCH DAMAGES ARE A DIRECT RESULT OF SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL DEPRIVE PURCHASER OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN SELLER.

10. **INTELLECTUAL PROPERTY.** No rights to any intellectual property residing in the Equipment, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property. Purchaser recognizes that, among other items, computer software necessary to the operation of the Equipment is confidential information belonging to Seller. Purchaser shall have no right to copy, reproduce or disclose to others in whole or in part any of the above without the prior written permission of Seller.

11. **INDEMNITY.** As an express condition of sale, Purchaser agrees to hold Seller and its parent, owners, subsidiaries and affiliates and their directors, officers, shareholders, employees and agents harmless from and against any claims, suits, losses, liabilities, injuries or damages (including, without limitation, reasonable attorneys' fees and litigation expenses) arising out of or in connection with: (i) use of the Equipment not in accordance with the Documentation; and (ii) all actions or omissions by Purchaser personnel (including employees and independent contractors) who use the Equipment. Seller agrees to hold Purchaser, its parent, owners, subsidiaries and affiliates and their directors, officers, shareholders, employees and agents harmless from and against any claims, suits, losses, liabilities, injuries or damages (including, without limitation, reasonable attorneys' fees and litigation expenses) arising out of or in connection with (i) any third party claims that the Equipment caused injury solely as a result of Seller's gross negligence or due to defects in material or workmanship of the Equipment for which Seller is legally liable.

12. **GOVERNING LAW.** These Terms shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to its provisions on conflicts of laws. Seller and Purchaser hereby submit to the jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts and agree not to contest the jurisdiction of such courts. No action, regardless of form, arising out of, or in any way connected with, the Equipment or any service furnished, or to be furnished, may be brought by Purchaser more than (1) one year after the cause of action has accrued to Purchaser.

13. **FORCE MAJEURE.** Neither party shall be liable for any delay in performance, not to exceed six months, caused by any occurrence beyond its reasonable control, including but not limited to acts of God, power outages, wars, commencement or escalation of hostilities, terrorist acts, industrial disputes and governmental restrictions, strikes, labor disputes, floods, fires, accidents, and any such delay, not to exceed six months, shall not be considered a breach of this Agreement and such performance shall be excused for the number of days such occurrence reasonably prevents performance.

14. **SEVERABILITY.** Each provision of these Terms shall be severable. If, for any reason, any provision herein is finally determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining provisions of these Terms, and such remaining provisions will continue to be given full force and effect and bind the parties hereto. Each invalid provision shall be revised only to the extent necessary to bring it within the requirements of such law or regulation.

15. **ENTIRE AGREEMENT; NO WAIVER.** These Terms, along with any purchase order and any and all exhibits hereto represents the entire understanding of the parties hereto and supersedes any prior understandings or agreements (whether oral or in writing) relating to the subject matter hereof. None of the terms of this Agreement can be waived, amended or modified except by an express agreement in writing signed by the parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement. No custom or practice of the parties hereto at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with any of the terms herein at any time. The failure of either party hereto to enforce, or the delay by either party hereto in enforcing, any or all of its rights under these Terms shall not be deemed as constituting a waiver or a modification thereof, and either party hereto may, within the time provided by applicable law, commence appropriate proceedings to enforce any or all of such rights.